



Boilerplate:

You Forgot What?



Definition

- 1.** A steel plate used in making the shells of steam boilers.
- 2.** Journalistic material, such as syndicated features, available in plate or mat form.
- 3.** **Inconsequential**, formulaic, or stereotypical language



Notices

When a party is permitted or required to notify the other party under this Agreement, in order to be **effective**, the notice must be in writing, signed by the person giving the notice and delivered personally or by a **recognized overnight delivery service** with return receipt, or sent by certified mail, return receipt requested to the other party, at the address below. A party may change its address to receive notices by notifying the other party of the new address. The **effective date** of a notice is the date the other party receives the notice or refuses delivery if delivered personally, otherwise the date of delivery as established by the return receipt or courier service confirmation (or the date on which the return receipt or courier service confirms that acceptance of delivery was refused by the addressee). Notices must be sent to:



Force Majeure

If a party cannot perform this Agreement, in whole or in part, because of any circumstance beyond its control, it must notify the other party of the circumstance and will be excused from performance under the Agreement so long as the circumstance exists. The affected party must use its best efforts to remove the circumstance causing its nonperformance and commence performance immediately when the circumstance is removed. If such circumstance arises, the parties will discuss modifying the terms of the Agreement to account for the circumstance.



Assignment

This Agreement is intended solely for the benefit of the parties. The parties do not intend to confer any **third-party beneficiary** right upon any other person. Neither party may assign any right or obligation under this Agreement without the prior written consent of the other party.



Successors

This Agreement is binding upon each party and their respective heirs, executors, administrators, successors, and **permitted** assigns.



Amendment

This Agreement may only be modified be in writing signed by the party against whom the modification may be enforced.



Further Assurances

Each party must execute and deliver any document required to implement any provision of this Agreement.



Waiver

A party's failure to insist on strict performance of a term of this Agreement is not a waiver of that party's right to demand strict compliance with the term in the future.



Entire Agreement

This Agreement and any Exhibit incorporated by reference is the entire Agreement between the parties with respect to its subject matter. This Agreement **supersedes and replaces** any prior or contemporaneous agreement, written or verbal, between the parties regarding its subject matter.



Interpretation

This Agreement must be interpreted in accordance with the plain meaning of its terms and not strictly for or against either party.



Captions

Captions contained in this Agreement are for convenience and reference and may not be used to interpret this Agreement.



Number and Gender

Whenever required by the context, the singular includes the plural, the plural includes the singular, and the gender of any pronoun includes all genders.



Counterparts

This Agreement may be executed in multiple copies, each of which is the complete Agreement. Each party must execute any duplicate or replacement counterpart of this Agreement as may be required to implement its terms.



Applicable Law

This Agreement is governed by and must be construed in accordance with the laws of the State of Idaho **as if entirely performed therein** and without regard to its conflicts of law rules. The courts located in Idaho have exclusive jurisdiction to adjudicate any dispute in connection with this Agreement. Each party consents to the exercise of personal jurisdiction by the courts located in Idaho.



Venue

Venue for any action in connection with this Agreement is in Ada County, Idaho. Each party consents to the jurisdiction of any local, state or federal court situated there and waives any objection which it may have pertaining to improper venue or forum non conveniens in any proceeding in any of those courts.



Severability

If any portion of this Agreement is held to be invalid, unenforceable or illegal by a court of competent jurisdiction, the invalidity, unenforceability or illegality does not affect the validity or enforceability of the remainder of this Agreement.



Costs and Expenses

Unless otherwise provided in this Agreement, each party bears any fee or expense it incurs in performing its obligations under this Agreement.



Relationship of Parties

Neither party has the authority to create any obligation, express or implied, on behalf of the other.



Time of the Essence

Time is of the essence with respect to the performance of each party's obligation under this Agreement.



Power to Make Agreement

Each party warrants, with respect to itself, that it has the power to enter into this Agreement and entering into the Agreement does not (a) violate any provision of law or order of any court or governmental authority having jurisdiction over it; (b) constitute a breach or default under any contract or other commitment to which by which it is bound; or (c) require any consent, vote or approval which has not been given or taken. Each party has and will continue to have throughout the term of this Agreement and any extension of it, the power to enter into this Agreement and perform its obligations under the Agreement.



Survival

Sections _____ survive
termination of this Agreement for
any reason.